

# **EXHIBIT B-1**



Sirius America Insurance Company  
180 Glastonbury Blvd., Suite 403  
Glastonbury, Connecticut 06033

**LICENSE AND PERMIT  
BOND**

**Bond No.** 7000000409

KNOW ALL MEN BY THESE PRESENTS, That we Fieldwood Energy LLC  
as Principal, (hereinafter called "Principal"), and Sirius America Insurance Company, a New York insurance  
company, as Surety, (hereinafter called "Surety"), are held and firmly bound unto  
Iberia Parish, Louisiana, as Obligee, in the full and just sum of  
Ten Thousand and No/100----- Dollars (\$ 10,000.00) to be  
paid to the said Obligee for which payment, well and truly to be made, we bind ourselves, our heirs, executors,  
administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Principal has been granted a license or permit for  
Transportation of Heavy Equipment on Parish Roads by Obligee.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall faithfully perform  
the duties and in all things comply with the laws and ordinances, including all amendments thereto, pertaining  
to the license or permit applied for, then this obligation shall be void, otherwise to remain in full force and  
effect.

PROVIDED, that the Surety may cancel bond at any time during the said term by giving to the Obligee a written  
notice of its desire so to cancel and at the expiration of thirty (30) days from the receipt of such notice by the  
Obligee the surety shall be completely released as to all liability thereafter accruing. If this provision shall be  
held void, this entire bond shall be void.

IN WITNESS WHEREOF, the above bound Principal and the above bound Surety have hereunto set their hands  
and seals on the 20th day of March, 2019.

Fieldwood Energy LLC

By: [Signature]  
John H. Smith  
Senior Vice President - Land & Business Development

Sirius America Insurance Company

By: [Signature]  
Laura L. Kneitz, Attorney-in-Fact



WARNING: THIS INSTRUMENT OF ATTORNEY IS INVALID UNLESS PRINTED ON BLUE BACKGROUND



## POWER OF ATTORNEY

Attorney-In Fact No. 1800007-403001Certificate No. 000356

**KNOW ALL PERSONS BY THESE PRESENTS:** That Sirius America Insurance Company is a stock insurance company duly organized and existing under the laws of the State of New York (hereinafter the "Company"), and that the Company does hereby make, constitute and appoint

Dan W. Burton, Craig C. Payne, Teresa D. Kelly, Melissa Haddick, Laura L. Kneitz, Rheagyn L. White

of the City of Houston, State of Texas, its true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, contracts of indemnity, and other writings obligatory in nature of a bond, recognizance or conditional undertaking on behalf of the Company.

**IN WITNESS WHEREOF**, the Company has caused this instrument to be signed and its corporate seal to be hereto affixed, this 14th day of March, 2018

By: 

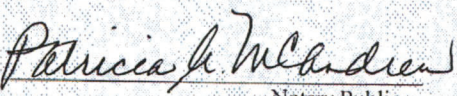
D. Matthew Olsen  
Senior Vice President

STATE OF CONNECTICUT  
COUNTY OF HARTFORD ss.

On this 14th day of March, 2018 before me personally appeared D. Matthew Olsen, who acknowledged himself to be the Senior Vice President of Sirius America Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporation by himself as a duly authorized officer.

**IN WITNESS WHEREOF**, I hereunto set my hand and official seal.  
My Commission expires the 30 day of November, 2022



  
Notary Public

**PATRICIA A. McANDREW**  
**NOTARY PUBLIC**  
MY COMMISSION EXPIRES NOV. 30, 2022



WARNING: THIS POWER OF ATTORNEY IS INVALID UNLESS PRINTED ON BLUE BACKGROUND

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Board of Directors of Sirius America Insurance Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chief Executive Officer, the President, any Senior Vice President, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in nature of a bond, recognizance, or conditional undertaking, and any of the said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chief Executive Officer, the President, or any Senior Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

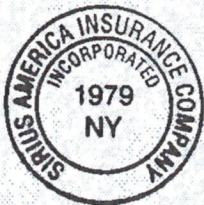
**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Senior Vice President, the Corporate Secretary or any Assistant Secretary and duly attested by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Senior Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached; and it is


**FURTHER RESOLVED**, that the foregoing shall not be deemed an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and it shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested.

I, Robert P. Kuehn, the undersigned, Secretary, of Sirius America Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Company, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the Company this 20<sup>th</sup> day of March, 2019



By:

  
Robert P. Kuehn  
Secretary

To verify the validity of this Power of Attorney, please call 1.844.312.4357. Please refer to the Certificate No. and other details in this Power of Attorney as well as the details of the bond to which the power is attached.





## Executed Bond Report

### Sirius America Insurance Company

**Account Name  
and Address:**

Fieldwood Energy LLC  
2000 W Sam Houston Pkwy S, Suite 1200  
Houston, TX 77042

**Bond No:** 7000000410

**Date:** 3/21/2019

**Principal:**

Fieldwood Energy LLC

**Obligee Name  
and Address:**

Williams Oil Gathering LLC, Williams Field Services - Gulf Coast Company LLC and Williams Mobil Bay  
Producer Services LLC  
Filed with: Williams Companies, Inc.  
Attn: Tim Neuman  
One Williams Center MD 50  
Tulsa, OK 74172-

**Power of Attorney No.**

000357

<b>Effective Date:</b> From 3/21/2019 To: 3/21/2020		<b>Bond Amount:</b> \$2,000,000.00	<b>Contract Amount:</b> \$0.00	<b>Premium:</b> \$17,500.00
<b>Rate:</b> 0.88%	<b>Commission %</b> 0.000%	<b>Commission Amount</b> \$0.00	<b>State Surchg-Fee:</b> \$0.00	

**Description:**

Performance Bond related to Gunflint Oil Gathering Agreement, Gunflint Gas Gathering Agreement and the Gunflint Gas Processing Agreement, all dated December 10, 2013

**Renewal Type:**

Continuous Until Cancelled/Released

**Cancellation Provision:**

Obligee Written Release to be obtained by Principal

**Additional Attachments:**

Copy of bond and underlying agreements

**Comments:**

Approved as per Sarah Heineman's 3/13/2019 email. Premium is to be billed net of commission.

**Replacing:** 0179863



THIS BOND REPLACES AND SUPERSEDES BERKLEY INSURANCE COMPANY BOND NO. 0179863 EFFECTIVE MARCH 21, 2019.

### **PERFORMANCE BOND**

Bond No. 7000000410

KNOW ALL MEN BY THESE PRESENTS, that we, **Fieldwood Energy LLC, 2000 West Sam Houston Parkway South, Suite 1200, Houston, Texas 77042**, as Principal, (hereinafter called the "Principal"), and **Sirius America Insurance Company, 180 Glastonbury Blvd., Suite 403, Glastonbury, CT 06033**, (hereinafter called the "Surety"), are held firmly bound unto **Williams Oil Gathering LLC, Williams Field Services – Gulf Coast Company, L.P. Company LLC and Williams Mobil Bay Producer Services LLC, c/o Tim Neuman, Williams Companies, Inc., One Williams Center MD 50, Tulsa, OK 74172** as Oblige, (hereinafter called the "Obligee"), in the maximum penal sum of **Two Million and NO/100 (\$2,000,000.00) Dollars**, good and lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves, our heirs, administrators, executors, successors, assigns, jointly and severally, firmly by these presents.

WHEREAS, the above bound Principal has entered into certain written contracts with the above mentioned Oblige described as: **Gunflint Oil Gathering Agreement, Gunflint Gas Gathering Agreement and Gunflint Gas Processing Agreement, all dated December 10, 2013** (the "Agreements"), contracts are hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

WHEREAS, the Oblige has agreed to accept a bond guaranteeing the performance of said Contracts.

NOW, THEREFORE, the condition of this obligation is such that, if the Principal shall indemnify the Oblige for any and all loss that the Oblige may sustain by reason of the Principal's failure to comply with the terms and conditions of said Contracts, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

**PROVIDED HOWEVER**, that this Bond is executed by the Surety and accepted by the Oblige subject to the following expressed conditions:

- This Bond is for the term beginning **March 21, 2019** and expiring **March 21, 2020**. This bond will renew annually hereafter unless surety sends notice of non-renewal to Oblige at least ninety (90) days prior to the expiration date provided herein. It is understood and agreed that the Oblige may recover the full amount of the Bond (less any previous amounts paid to Oblige under the Bond) if the Surety cancels or non-renews the Bond and, within twenty (20) days prior to the effective date of cancellation, the Oblige has not received collateral acceptable to it to replace the Bond.
- No claim, action, suit or proceeding, except as herein set forth, shall be had or maintained against the Surety on this Bond unless same be brought or instituted and process served upon the Surety within six months following the expiration of the original term of this Bond, or extended term as provided herein.
- In the event the Principal fails to make any payments due to the Oblige under the Agreements which would constitute the basis of a default thereunder, within Ten (10) business days of Surety's receipt of a demand for payment under this Bond (hereinafter called "Demand"), Surety shall pay to the Oblige the amount of such Demand. The Surety shall cause to be paid all payments that are open or past due up to the penal amount, and in so doing cure any Default under the Agreements and shall not be bound by any forfeiture or acceleration provision of the Agreements to the contrary, but rather shall be responsible for the continuation of timely payments as provided in the Agreements as though there had been no Default. The Oblige may present one or more Demands at any time in its sole discretion, provided however, Surety shall not be obligated to pay an aggregate amount in excess of the penal sum of the Bond. The bond penalty shall remain fixed during the term of the bond regardless of the number of years it remains outstanding unless amended by Surety through the issuance of a rider.
- If Surety receives any claim in conformity with the terms and conditions of this Bond, Surety will make payment to Oblige, without inquiring whether Oblige has a right, as between Oblige and Principal, to make such claim and without recognizing any claims of Principal. On or within the timeframe noted herein, payment will be effected by Surety (using its own funds) by wire or electronic funds transfer in immediately available funds to such account as Oblige may designate to Surety.

In the event of conflict or inconsistency between the provisions of this Bond and the provisions of the above Agreements, the provisions of this Bond shall control. The Oblige's acceptance of this Bond and reliance upon it as security constitutes its acknowledgement and agreement as to the explicit terms stated herein under which it is offered and issued by the Surety.



The Surety represents and warrants that it has the full power to enter into and perform its obligations under this Bond and has taken all proper limited liability company and other action to duly and validly authorize entering into this Bond and to perform its obligations hereunder. This Bond has been duly executed and delivered on behalf of the Surety and constitutes the legal, valid and binding obligation of the Surety, enforceable in accordance with its terms. The Principal has the full power to enter into and perform its obligations under this Bond and has taken all proper limited liability company and other action to duly and validly authorize entering into this Bond and to perform its obligations hereunder. This Bond has been duly executed and delivered on behalf of the Principal and constitutes the legal, valid and binding obligation of the Principal, enforceable in accordance with its terms.

The Surety represents and warrants that it is duly authorized by the proper public authorities to transact the business of indemnity and suretyship in the state where it executed this Bond, and represents that it is qualified to be surety and guarantor on bonds and undertakings, which certificate has not been revoked

This Bond shall be governed by, enforced in accordance with, and interpreted under, the laws of the State of New York without reference to conflicts of laws principal.

All notices, demands and correspondence with respect to this bond shall be in writing and addressed to:

The Surety at: Sirius America Insurance, Company, 180 Glastonbury Blvd, Suite 403, Glastonbury, CT 06033

The Principal at: Fieldwood Energy LLC, 2000 West Sam Houston Parkway South, Suite 1200, Houston, Texas 77042

The Obligee at: c/o Tim Neuman, Williams Companies, Inc., One Williams Center MD 50, Tulsa, OK 74172

SIGNED, SEALED AND DATED this 21st day of March, 2019.

Principal: **Fieldwood Energy LLC**

By: \_\_\_\_\_

Title: John H. Smith, Senior Vice President – Land & Business Development

Surety: **Sirius America Insurance Company**

By: Teresa D. Kelly  
Teresa D. Kelly, Attorney-In-Fact





WARNING: THIS POWER OF ATTORNEY IS INVALID UNLESS PRINTED ON BLUE BACKGROUND

**POWER OF ATTORNEY**Attorney-In Fact No. 1800007-403001Certificate No. 000358

**KNOW ALL PERSONS BY THESE PRESENTS:** That Sirius America Insurance Company is a stock insurance company duly organized and existing under the laws of the State of New York (hereinafter the "Company"), and that the Company does hereby make, constitute and appoint

Dan W. Burton, Craig C. Payne, Teresa D. Kelly, Melissa Haddick, Laura L. Kneitz, Rheagyn L. White

of the City of Houston, State of Texas, its true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, contracts of indemnity, and other writings obligatory in nature of a bond, recognizance or conditional undertaking on behalf of the Company.

**IN WITNESS WHEREOF**, the Company has caused this instrument to be signed and its corporate seal to be hereto affixed, this 14th day of March, 20 18

By: 

D. Matthew Olsen  
Senior Vice President

STATE OF CONNECTICUT  
COUNTY OF HARTFORD ss.

On this 14th day of March, 20 18 before me personally appeared D. Matthew Olsen, who acknowledged himself to be the Senior Vice President of Sirius America Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporation by himself as a duly authorized officer.

**IN WITNESS WHEREOF**, I hereunto set my hand and official seal.  
My Commission expires the 30 day of November, 2022



  
\_\_\_\_\_, Notary Public

**PATRICIA A. McANDREW**  
**NOTARY PUBLIC**  
MY COMMISSION EXPIRES NOV. 30, 2022



**WARNING: THIS POWER OF ATTORNEY IS INVALID UNLESS PRINTED ON BLUE BACKGROUND**

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Board of Directors of Sirius America Insurance Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chief Executive Officer, the President, any Senior Vice President, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in nature of a bond, recognizance, or conditional undertaking, and any of the said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chief Executive Officer, the President, or any Senior Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Senior Vice President, the Corporate Secretary or any Assistant Secretary and duly attested by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Senior Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached; and it is

**FURTHER RESOLVED**, that the foregoing shall not be deemed an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and it shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested.

I, Robert P. Kuehn, the undersigned, Secretary, of Sirius America Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Company, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the Company this 21<sup>st</sup> day of March, 2019



By:

*Robert P. Kuehn*  
Robert P. Kuehn  
Secretary

To verify the validity of this Power of Attorney, please call 1.844.312.4357. Please refer to the Certificate No. and other details in this Power of Attorney as well as the details of the bond to which the power is attached.





Sirius America Insurance Company  
New York, NY 10005

**BOND RIDER NO. 1**

To be attached to and form part of Bond Number 7000000410 issued on behalf of Fieldwood Energy LLC, as Principal, and in favor of Williams Oil Gathering LLC, Williams Field Services – Gulf Coast Company LLC and Williams Mobil Bay Producer Services LLC, as Obligee.

It is agreed that the Surety hereby gives its consent to change:

Bond Amount is DECREASED:

FROM: Two Million and No/100 (\$2,000,000.00)

TO: One Million and No/100 (\$1,000,000.00)

This Rider shall become effective as of March 21, 2020.

PROVIDED, however, that the liability of the Surety under the attached bond as changed by this rider shall not be cumulative, and in no event shall Surety's liability be greater than \$1,000,000.00.

Fieldwood Energy LLC

By: \_\_\_\_\_

Sirius America Insurance Company

By: \_\_\_\_\_

Teresa D. Kelly, Attorney-in-Fact

A handwritten signature in blue ink, appearing to read "Teresa D. Kelly", written over a horizontal line.



WARNING: THIS POWER OF ATTORNEY IS INVALID UNLESS PRINTED ON BLUE BACKGROUND



## POWER OF ATTORNEY

001525

Attorney-In Fact No. 1800007-403001

Certificate No.

**KNOW ALL PERSONS BY THESE PRESENTS:** That Sirius America Insurance Company is a stock insurance company duly organized and existing under the laws of the State of New York (hereinafter the "Company"), and that the Company does hereby make, constitute and appoint

Dan W. Burton, Craig C. Payne, Teresa D. Kelly, Melissa Haddick, Laura L. Kneitz, Megan Sivley

of the City of Houston, State of Texas, its true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, contracts of indemnity, and other writings obligatory in nature of a bond, recognizance or conditional undertaking on behalf of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be signed and its corporate seal to be hereto affixed, this 6th day of June, 20 19.



By:

A handwritten signature in blue ink, appearing to read "D. Matthew Olsen".

D. Matthew Olsen  
Senior Vice President

STATE OF CONNECTICUT  
COUNTY OF HARTFORD ss.

On this 6th day of June, 20 19, before me personally appeared D. Matthew Olsen, who acknowledged himself to be the Senior Vice President of Sirius America Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporation by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

A handwritten signature in blue ink, appearing to read "Patricia A. McAndrew".



**PATRICIA A. McANDREW**  
**NOTARY PUBLIC**  
MY COMMISSION EXPIRES NOV. 30, 2022



**WARNING: THIS POWER OF ATTORNEY IS INVALID UNLESS PAGE 1 IS PRINTED ON BLUE BACKGROUND**

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Board of Directors of Sirius America Insurance Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chief Executive Officer, the President, any Senior Vice President, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in nature of a bond, recognizance, or conditional undertaking, and any of the said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chief Executive Officer, the President, or any Senior Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Senior Vice President, the Corporate Secretary or any Assistant Secretary and duly attested by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Senior Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached; and it is

**FURTHER RESOLVED**, that the foregoing shall not be deemed an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and it shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested.

I, Robert P. Kuehn, the undersigned, Secretary, of Sirius America Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Company, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the Company this 21<sup>st</sup> day of February, 2020



By: Robert P. Kuehn  
Robert P. Kuehn  
Secretary

001525

To verify the validity of this Power of Attorney, please call 1.844.312.4357. Please refer to Certificate No. \_\_\_\_\_ and other details in this Power of Attorney as well as the details of the bond to which the power is attached.





## Executed Bond Report

### Sirius America Insurance Company

**Account Name  
and Address:**

Fieldwood Energy LLC  
2000 W Sam Houston Pkwy S, Suite 1200  
Houston, TX 77042

**Bond No:** 7000000414

**Date:** 4/15/2019

**Principal:**

Brandon Oil and Gas, LP

**Obligee Name  
and Address:**

United States of America  
Filed with: U.S. Department of the Interior, Bureau of Ocean Energy Management - Gulf of Mexico OCS  
Region  
1201 Elmwood Park Blvd.  
New Orleans, LA 70123-2394

**Power of Attorney No.**

00362

<b>Effective Date:</b> From 4/15/2019 To 4/15/2020		<b>Bond Amount:</b> \$450,000.00	<b>Contract Amount:</b> \$0.00	<b>Premium:</b> \$5,625.00
<b>Rate:</b> 1.25%	<b>Commission %</b> 30.000%	<b>Commission Amount</b> \$1,687.50	<b>State Surchg-Fee:</b> \$0.00	

**Description:**

OCS Mineral Lessee's Operator's Supplemental Bond iro OCS-G04081 - All of Block A-550, High Island Area, South Additiona, as shown on OCS Texas Leasing Map, TX7B.

**Renewal Type:**

Continuous Until Cancelled/Released

**Cancellation Provision:**

Obligee Written Release to be obtained by Principal

**Additional Attachments:**

Copy of Bond and client request docs.

**Comments:**

Approved as per Sarah Heineman's 3/13/2019 email.

**Issued to Replace Bond No.**

N/A



U.S. Department of the Interior  
Bureau of Ocean Energy Management

OMB Control No.: 1010-0006  
Expiration Date: 6/30/2019

Cover Page  
**OUTER CONTINENTAL SHELF (OCS)  
MINERAL LESSEE'S OR OPERATOR'S  
SUPPLEMENTAL BOND**

**Form BOEM-2028A**

**This form dated June 2016 supersedes all previous versions of form BOEM-2028A**

**Paperwork Reduction Act of 1995 (PRA) Statement:** The PRA (44 U.S.C. 3501 *et seq.*) requires us to inform you that BOEM collects this information to hold the surety liable for the obligations and liability of the Principal (lessee or operator). Responses are mandatory. No proprietary information is collected. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB Control Number. Public reporting burden for this form is estimated to average 15 minutes per response, including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Comments regarding the burden estimate or any other aspect of this form should be directed to the Information Collection Clearance Officer, Bureau of Ocean Energy Management, 45600 Woodland Road, Sterling, VA 20166.



## U.S. DEPARTMENT OF THE INTERIOR

## Bureau of Ocean Energy Management

Bond No. 7000000414

OCS Lease/RUE/ROW No. OCS-G04081

Bond Type Supplemental

Amount \$450,000.00

OUTER CONTINENTAL SHELF (OCS) MINERAL LESSEE'S OR OPERATOR'S  
SUPPLEMENTAL BOND

The Surety is the entity Guaranteeing Performance.

Name of Surety: Sirius America Insurance Company

Mailing Address: 140 Broadway - 32nd Floor

New York, NY 10005-1108

If a Corporation, Incorporated in the State of: New York; County or Parish of: Kings County

☒ Check here if Surety is certified by U.S. Treasury as an acceptable surety on Federal Bonds and listed in the current U.S. Treasury Circular No. 570.

The Principal is the Lessee or Designated Operator for Whom the Bond is Issued.

Name of Principal: Brandon Oil and Gas, LP

Mailing Address: 2000 W. Sam Houston Pkwy S., Suite 1200

Houston, TX 77042

Schedule A, the lease/RUE/ROW covered by this bond, is composed of: (add legal description)

The following lease/RUE/ROW: All of Block A-550, High Island Area, South Addition, as shown on OCS  
Texas Leasing Map, TX7B.In addition to the Obligations of the Principal during the period of liability of this bond, the Surety also accepts the following  
Obligations: (Check one)☒ No Obligations other than the Obligations of the Principal during the period of liability of this bond.☐ All Obligations of all previous Sureties or guarantors even if the Obligations are not Obligations of the Principal during the period of  
liability of this bond.☐ All Obligations of all previous Sureties or guarantors even if the Obligations are not Obligations of the Principal during the period of  
liability of this bond with the following exceptions or limitations (use an attached rider).**Definitions**For the purposes  
of this document:A **Principal** includes an entity holding an interest in the oil & gas lease in one or more of the following ways: (1)  
as an approved record title owner of all or a portion of the lease, (2) as an approved operating rights owner of all or  
a portion of the lease, or (3) as a designated operator or designated agent in all or a portion of the lease.A **Lessee** includes an approved record title owner of all or a portion of the lease or an approved operating rights  
owner of all or a portion of the lease.An **Obligation** includes any obligation arising from any regulations of the Department of the Interior or any  
Instrument issued, maintained, or approved under the OCS Lands Act (43 U.S.C. 1331 *et seq.*).An **Instrument** includes individually or collectively any lease, operating agreement, designation of operator or  
agent, storage agreement, compensatory royalty agreement, transfer of operating rights, permit, license, or  
easement, whereunder the Principal has the right, privilege, or license to conduct operations on the OCS.A **Person** includes an individual, a public or private entity, a State, a political subdivision of a State, any association of  
individuals, corporations, States, or subdivisions of States, or a government agency.**By signing below, the Principal verifies that the information above is correct and agrees to the following:**The Principal as agent on behalf of all lessees, operating rights owners, and operators will fulfill all Obligations for the entire leasehold  
and to the same extent as though the Principal were the sole lessee for the lease/RUE/ROW in Schedule A.**By signing below, the Surety verifies that the information above is correct and agrees to the following:**

1. The Surety does hereby absolutely and unconditionally bind itself to the United States of America acting through and by the  
Bureau of Ocean Energy Management (BOEM), or such other official designated by the Secretary of the Interior for this purpose,  
for the payment of all of the cost of the plugging and abandonment Obligations.
2. The Surety will be responsible for all Obligations of the Principal in existence at the time this document becomes effective and all  
Obligations that accrue after that date and until all Obligations are met or until the Regional Director terminates the period of  
liability of this bond.
3. If the Regional Director terminates the period of liability of this bond, the Surety will remain responsible for Obligations that  
accrued during the period of liability until the Regional Director issues a written cancellation of the bond in favor of the Surety.
4. If this bond is cancelled, the Regional Director may reinstate this bond as if no cancellation had occurred if any payment of any  
Obligation of the Principal(s) is rescinded or must be restored pursuant to any insolvency, bankruptcy, reorganization, or  
receivership, or should the representation of the Principal that it has paid its financial Obligations or performed the other



Obligations of the lease in accordance with BOEM specifications be materially false and BOEM relied upon such representation in canceling the instrument.

5. The Surety waives any right of notice of this bond taking effect and agrees that this bond will take effect upon delivery to BOEM.
6. The Surety's Obligations will remain in full force and effect, even if:
  - (a) Any person assigns all or part of any interest in an Instrument covered by this document.
  - (b) Any person modifies an Instrument or Obligation under an Instrument in any manner including modifications that result from a commitment to a unit, cooperative, communitization, or storage agreement; suspension of operations or production; suspension or changes in rental, minimum royalty, or royalties; modification of regulations or interpretations of regulations; creation or modification of compensatory royalty agreements or payments; or creation of any mortgage, pledge, or other grant of security interest in the Instruments.
  - (c) Any person, event, or condition terminates any Instrument covered by this bond, whether the termination is by operation of law or otherwise.
  - (d) BOEM takes or fails to take any action in enforcing, as against any party to the Instrument, the payment of rentals or royalties or the performance of any other covenant, condition or agreement of the lease, or giving notice of or making demand with respect to such nonperformance.
  - (e) The Surety suffers any loss by reason of any law limiting, qualifying, or discharging the Principal's Obligation.
7. The Surety agrees to be bound under this bond as to the interests in any Instrument retained by the Principal when BOEM approves the transfer of any or all of the Instruments or interests in the Instruments.
8. In the event of any default under a lease, the Surety must provide payment of all of the cost of the Obligations of the Principal upon demand by BOEM.
9. If BOEM decides to commence suit to enforce its rights, it may commence and prosecute any claim, suit, action, or other proceeding against the Principal and Surety, or either of them, whether or not BOEM joins the lessees or any other party.
10. In the event there is more than one Surety for the Principal's performance of the Obligations, as to any Instrument, the Surety's Obligation and liability under this bond is on a "solidary" or "joint and several" basis along with other guarantors or sureties.
11. The Surety agrees to give prompt notice to BOEM and the Principal of any action filed alleging the insolvency or bankruptcy of the Surety or the Principal, or alleging any violation that would result in suspension or revocation of the Surety's charter or license to do business.
12. The Surety's Obligation and liabilities under this Bond are binding upon the Surety's successors and assigns. Nothing in this document permits assignment of the Surety's Obligation without the written consent of BOEM.
13. The Surety hereby waives any defenses to liability on this bond based on an unauthorized Principal signature.

Sirius America Insurance Company

Name of Surety

Signature of Person Executing for Surety

Teresa D. Kelly, Attorney-in-Fact

Name and Title (typed or printed)

140 Broadway - 32nd Floor

Business Address

New York, NY 10005-1108

Business Address

Brandon Oil and Gas, LP

Name of Principal

Signature of Person Executing for Principal

John H. Smith, Vice President

Name and Title (typed or printed)

2000 W Sam Houston Pkwy S, Suite 1200

Business Address

Houston, TX 77042

Business Address

Signed on this 15th day of April, 2019, in the State of Texas, in the presence of:

Signature of Witness

Laura L. Kneitz

Name (typed or printed)

5444 Westheimer, Suite 800

Address

Houston, TX 77056

Address

Signature of Witness

Mark R. Mozell

Name (typed or printed)

2000 W Sam Houston Pkwy S, Suite 1200

Address

Houston, TX 77042

Address

**Note:** The person executing for the Surety must attach a corporate resolution and power of attorney stating his or her authority to undertake this Obligation, pursuant to the acts of the corporate board of directors and the laws of the State of incorporation. The corporation executing this bond as Surety and the Principal, if a corporation, must affix their corporate seals.

**BOEM-2028A (June 2016)**

Previous Editions are Obsolete.



WARNING: THIS POWER OF ATTORNEY IS INVALID UNLESS PRINTED ON BLUE BACKGROUND



## POWER OF ATTORNEY

Attorney-In Fact No. 1800007-403001Certificate No. 000362

**KNOW ALL PERSONS BY THESE PRESENTS:** That Sirius America Insurance Company is a stock insurance company duly organized and existing under the laws of the State of New York (hereinafter the "Company"), and that the Company does hereby make, constitute and appoint

Dan W. Burton, Craig C. Payne, Teresa D. Kelly, Melissa Haddick, Laura L. Kneitz, Rheagyn L. White

of the City of Houston, State of Texas, its true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, contracts of indemnity, and other writings obligatory in nature of a bond, recognizance or conditional undertaking on behalf of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be signed and its corporate seal to be hereto affixed, this 14th day of March, 20 18



By: [Signature]  
D. Matthew Olsen  
Senior Vice President

STATE OF CONNECTICUT  
COUNTY OF HARTFORD ss.

On this 14th day of March, 20 18 before me personally appeared D. Matthew Olsen, who acknowledged himself to be the Senior Vice President of Sirius America Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporation by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.  
My Commission expires the 30 day of November, 2022.



[Signature]  
Notary Public

**PATRICIA A. MCANDREW**  
**NOTARY PUBLIC**  
MY COMMISSION EXPIRES NOV. 30, 2022



**WARNING: THIS POWER OF ATTORNEY IS INVALID UNLESS PRINTED ON BLUE BACKGROUND**

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Board of Directors of Sirius America Insurance Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chief Executive Officer, the President, any Senior Vice President, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in nature of a bond, recognizance, or conditional undertaking, and any of the said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chief Executive Officer, the President, or any Senior Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Senior Vice President, the Corporate Secretary or any Assistant Secretary and duly attested by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority, and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Senior Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached; and it is

**FURTHER RESOLVED**, that the foregoing shall not be deemed an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and it shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested.

I, Robert P. Kuehn, the undersigned, Secretary, of Sirius America Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Company, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the Company this 6th day of April, 2019



By:

*Robert P. Kuehn*  
Robert P. Kuehn  
Secretary

To verify the validity of this Power of Attorney, please call 1.844.312.4357. Please refer to the Certificate No. and other details in this Power of Attorney as well as the details of the bond to which the power is attached.



## Executed Bond Report

### Sirius America Insurance Company

**Account Name  
and Address:**

Fieldwood Energy LLC  
2000 W Sam Houston Pkwy S, Suite 1200  
Houston, TX 77042

**Bond No: 7000000425**
**Date:** 5/9/2019

**Principal:**

Fieldwood Energy LLC

**Obligee Name  
and Address:**

United States of America  
Filed with: U.S. Department of the Interior, Bureau of Ocean Energy Management - Gulf of Mexico OCS  
Region  
Attn: Kathleen Lee, Program Analyst, Leasing and Financial Responsibility Section, Office of Leasing and  
Plans  
1201 Elmwood Park Blvd.  
New Orleans, LA 70123-2394

**Power of Attorney No.**

000374

<b>Effective Date:</b> From 5/9/2019 To: 5/9/2020		<b>Bond Amount:</b> \$267,500.00	<b>Contract Amount:</b> \$0.00	<b>Premium:</b> \$3,344.00
<b>Rate:</b> 1.25%	<b>Commission %</b> 30.000%	<b>Commission Amount</b> \$1,003.20	<b>State Surchg-Fee:</b> \$0.00	

**Description:**

Appeal Bond - Civil Penalty Case No. G-2018-017 (Lease No. OCS -00020, South Timbalier 67, (Enterprise 264 Rig, Well No. 006 ST3)

**Renewal Type:**

Continuous Until Cancelled/Released

**Cancellation Provision:**

Obligee Written Release to be obtained by Principal

**Additional Attachments:**

Bond Copy.

**Comments:**

Approved by Sarah Heineman via email 5-8-19.

**Replacing:** N/A



Cover Page  
**OUTER CONTINENTAL SHELF (OCS)  
MINERAL LESSEE'S OR OPERATOR'S  
SUPPLEMENTAL BOND**

**Form BOEM-2028A**

**This form dated June 2016 supersedes all previous versions of form BOEM-2028A**

**Paperwork Reduction Act of 1995 (PRA) Statement:** The PRA (44 U.S.C. 3501 *et seq.*) requires us to inform you that BOEM collects this information to hold the surety liable for the obligations and liability of the Principal (lessee or operator). Responses are mandatory. No proprietary information is collected. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB Control Number. Public reporting burden for this form is estimated to average 15 minutes per response, including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Comments regarding the burden estimate or any other aspect of this form should be directed to the Information Collection Clearance Officer, Bureau of Ocean Energy Management, 45600 Woodland Road, Sterling, VA 20166.

## U.S. DEPARTMENT OF THE INTERIOR

## Bureau of Ocean Energy Management

Bond No. 7000000425OCS Lease/RUE/ROW No. G-2018-017Bond Type AppealAmount \$267,500.00OUTER CONTINENTAL SHELF (OCS) MINERAL LESSEE'S OR OPERATOR'S  
SUPPLEMENTAL BOND

The Surety is the entity Guaranteeing Performance.

Name of Surety: Sirius America Insurance CompanyMailing Address: 140 Broadway - 32nd FloorNew York, NY 10005-1108If a Corporation, Incorporated in the State of: New York; County or Parish of: Kings☒ Check here if Surety is certified by U.S. Treasury as an acceptable surety on Federal Bonds and listed in the current U.S. Treasury Circular No. 570.

The Principal is the Lessee or Designated Operator for Whom the Bond is Issued.

Name of Principal: Fieldwood Energy LLCMailing Address: 2000 W. Sam Houston Pkwy S., Suite 1200Houston, TX 77042

Schedule A, the lease/RUE/ROW covered by this bond, is composed of: (add legal description)

The following lease/RUE/ROW: Civil Penalty Case No. G-2018-017

In addition to the Obligations of the Principal during the period of liability of this bond, the Surety also accepts the following Obligations: (Check one)

☒ No Obligations other than the Obligations of the Principal during the period of liability of this bond.☐ All Obligations of all previous Sureties or guarantors even if the Obligations are not Obligations of the Principal during the period of liability of this bond.☐ All Obligations of all previous Sureties or guarantors even if the Obligations are not Obligations of the Principal during the period of liability of this bond with the following exceptions or limitations (use an attached rider).**Definitions**For the purposes  
of this document:A **Principal** includes an entity holding an interest in the oil & gas lease in one or more of the following ways: (1) as an approved record title owner of all or a portion of the lease, (2) as an approved operating rights owner of all or a portion of the lease, or (3) as a designated operator or designated agent in all or a portion of the lease.A **Lessee** includes an approved record title owner of all or a portion of the lease or an approved operating rights owner of all or a portion of the lease.An **Obligation** includes any obligation arising from any regulations of the Department of the Interior or any Instrument issued, maintained, or approved under the OCS Lands Act (43 U.S.C. 1331 *et seq.*).An **Instrument** includes individually or collectively any lease, operating agreement, designation of operator or agent, storage agreement, compensatory royalty agreement, transfer of operating rights, permit, license, or easement, whereunder the Principal has the right, privilege, or license to conduct operations on the OCS.A **Person** includes an individual, a public or private entity, a State, a political subdivision of a State, any association of individuals, corporations, States, or subdivisions of States, or a government agency.**By signing below, the Principal verifies that the information above is correct and agrees to the following:**

The Principal as agent on behalf of all lessees, operating rights owners, and operators will fulfill all Obligations for the entire leasehold and to the same extent as though the Principal were the sole lessee for the lease/RUE/ROW in Schedule A.

**By signing below, the Surety verifies that the information above is correct and agrees to the following:**

1. The Surety does hereby absolutely and unconditionally bind itself to the United States of America acting through and by the Bureau of Ocean Energy Management (BOEM), or such other official designated by the Secretary of the Interior for this purpose, for the payment of all of the cost of the plugging and abandonment Obligations.
2. The Surety will be responsible for all Obligations of the Principal in existence at the time this document becomes effective and all Obligations that accrue after that date and until all Obligations are met or until the Regional Director terminates the period of liability of this bond.
3. If the Regional Director terminates the period of liability of this bond, the Surety will remain responsible for Obligations that accrued during the period of liability until the Regional Director issues a written cancellation of the bond in favor of the Surety.
4. If this bond is cancelled, the Regional Director may reinstate this bond as if no cancellation had occurred if any payment of any Obligation of the Principal(s) is rescinded or must be restored pursuant to any insolvency, bankruptcy, reorganization, or receivership, or should the representation of the Principal that it has paid its financial Obligations or performed the other



Obligations of the lease in accordance with BOEM specifications be materially false and BOEM relied upon such representation in canceling the instrument.

5. The Surety waives any right of notice of this bond taking effect and agrees that this bond will take effect upon delivery to BOEM.
6. The Surety's Obligations will remain in full force and effect, even if:
  - (a) Any person assigns all or part of any interest in an Instrument covered by this document.
  - (b) Any person modifies an Instrument or Obligation under an Instrument in any manner including modifications that result from a commitment to a unit, cooperative, communitization, or storage agreement; suspension of operations or production; suspension or changes in rental, minimum royalty, or royalties; modification of regulations or interpretations of regulations; creation or modification of compensatory royalty agreements or payments; or creation of any mortgage, pledge, or other grant of security interest in the Instruments.
  - (c) Any person, event, or condition terminates any Instrument covered by this bond, whether the termination is by operation of law or otherwise.
  - (d) BOEM takes or fails to take any action in enforcing, as against any party to the Instrument, the payment of rentals or royalties or the performance of any other covenant, condition or agreement of the lease, or giving notice of or making demand with respect to such nonperformance.
  - (e) The Surety suffers any loss by reason of any law limiting, qualifying, or discharging the Principal's Obligation.
7. The Surety agrees to be bound under this bond as to the interests in any Instrument retained by the Principal when BOEM approves the transfer of any or all of the Instruments or interests in the Instruments.
8. In the event of any default under a lease, the Surety must provide payment of all of the cost of the Obligations of the Principal upon demand by BOEM.
9. If BOEM decides to commence suit to enforce its rights, it may commence and prosecute any claim, suit, action, or other proceeding against the Principal and Surety, or either of them, whether or not BOEM joins the lessees or any other party.
10. In the event there is more than one Surety for the Principal's performance of the Obligations, as to any Instrument, the Surety's Obligation and liability under this bond is on a "solidary" or "joint and several" basis along with other guarantors or sureties.
11. The Surety agrees to give prompt notice to BOEM and the Principal of any action filed alleging the insolvency or bankruptcy of the Surety or the Principal, or alleging any violation that would result in suspension or revocation of the Surety's charter or license to do business.
12. The Surety's Obligation and liabilities under this Bond are binding upon the Surety's successors and assigns. Nothing in this document permits assignment of the Surety's Obligation without the written consent of BOEM.
13. The Surety hereby waives any defenses to liability on this bond based on an unauthorized Principal signature.

Sirius America Insurance Company

Name of Surety

  
Signature of Person Executing for Surety

Teresa D. Kelly, Attorney-in-fact

Name and Title (typed or printed)

140 Broadway - 32nd Floor

Business Address

New York, NY 10005-1108

Business Address

Fieldwood Energy LLC

Name of Principal

Signature of Person Executing for Principal

John H. Smith, Senior Vice President - Land & Business Development

Name and Title (typed or printed)

2000 W Sam Houston Pkwy S, Suite 1200

Business Address

Houston, TX 77042

Business Address

Signed on this 9th day of May, 2019, in the State of Texas, in the presence of:

Signature of Witness

Melissa Haddick

Name (typed or printed)

5444 Westheimer, Suite 900

Address

Houston, TX 77056

Address

Signature of Witness

Mark R. Mozell

Name (typed or printed)

2000 W Sam Houston Pkwy S, Suite 1200

Address

Houston, TX 77042

Address

*Note:* The person executing for the Surety must attach a corporate resolution and power of attorney stating his or her authority to undertake this Obligation, pursuant to the acts of the corporate board of directors and the laws of the State of incorporation. The corporation executing this bond as Surety and the Principal, if a corporation, must affix their corporate seals.

BOEM-2028A (June 2016)

Previous Editions are Obsolete.



WARNING: THIS POWER OF ATTORNEY IS INVALID UNLESS PRINTED ON BLUE BACKGROUND



## POWER OF ATTORNEY

Attorney-In Fact No. 1800007-403001Certificate No. 000374

**KNOW ALL PERSONS BY THESE PRESENTS:** That Sirius America Insurance Company is a stock insurance company duly organized and existing under the laws of the State of New York (hereinafter the "Company"), and that the Company does hereby make, constitute and appoint

Dan W. Burton, Craig C. Payne, Teresa D. Kelly, Melissa Haddick, Laura L. Kneitz, Rheagyn L. White

of the City of Houston, State of Texas, its true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, contracts of indemnity, and other writings obligatory in nature of a bond, recognizance or conditional undertaking on behalf of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be signed and its corporate seal to be hereto affixed, this 14th day of March, 20 18

By: 

D. Matthew Olsen  
Senior Vice President

STATE OF CONNECTICUT  
COUNTY OF HARTFORD ss.

On this 14th day of March, 20 18 before me personally appeared D. Matthew Olsen, who acknowledged himself to be the Senior Vice President of Sirius America Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporation by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.  
My Commission expires the 30 day of November, 2022



  
Notary Public

**PATRICIA A. McANDREW**  
**NOTARY PUBLIC**  
MY COMMISSION EXPIRES NOV. 30, 2022



**WARNING: THIS POWER OF ATTORNEY IS INVALID UNLESS PRINTED ON BLUE BACKGROUND**

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Board of Directors of Sirius America Insurance Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chief Executive Officer, the President, any Senior Vice President, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in nature of a bond, recognizance, or conditional undertaking, and any of the said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chief Executive Officer, the President, or any Senior Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Senior Vice President, the Corporate Secretary or any Assistant Secretary and duly attested by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Senior Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached; and it is

**FURTHER RESOLVED**, that the foregoing shall not be deemed an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and it shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested.

I, Robert P. Kuehn, the undersigned, Secretary, of Sirius America Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Company, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the Company this 9<sup>th</sup> day of May, 2019.



By:

*Robert P. Kuehn*  
Robert P. Kuehn  
Secretary

To verify the validity of this Power of Attorney, please call 1.844.312.4357. Please refer to the Certificate No. and other details in this Power of Attorney as well as the details of the bond to which the power is attached.